

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

IVAR HELLA,

Plaintiff,

vs.

EQUIFAX INFORMATION SERVICES,  
LLC, EXPERIAN INFORMATION  
SOLUTIONS, INC., and TRANS UNION,  
LLC,

Defendants.

Case No. 1:12-CV-00131-MV-RHS

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**ANSWER OF DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC. TO  
PLAINTIFF IVAR HELLA'S SEALED FIRST AMENDED COMPLAINT**

Defendant Experian Information Solutions, Inc. ("Experian"), by its attorneys, for itself and no other party, hereby answers the Sealed First Amended Complaint of Plaintiff Ivar Hella ("Plaintiff") upon information and belief as follows:

**PARTIES**

1. In response to Paragraph 1 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

2. In response to Paragraph 2 of the Complaint, Experian admits that Equifax Information Services LLC is a consumer reporting agency within the meaning of the FCRA, 15 U.S.C. §§ 1681, *et seq.*

3. In response to Paragraph 3 of the Complaint, Experian admits that Equifax Information Services LLC is a consumer reporting agency within the meaning of the FCRA, 15 U.S.C. §§ 1681, *et seq.*

4. In response to Paragraph 4 of the Complaint, Experian states that it does not

have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

5. In response to Paragraph 5 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

6. In response to Paragraph 6 of the Complaint, Experian admits that it is a consumer reporting agency within the meaning of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.*

7. In response to Paragraph 7 of the Complaint, Experian admits that it is a consumer reporting agency within the meaning of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.*

8. In response to paragraph 8 of the Complaint, Experian admits that it issues consumer reports as defined by 15 U.S.C. § 1681a(d).

9. In response to Paragraph 9 of the Complaint, Experian admits that it is an Ohio Corporation, with its principal place of business in Costa Mesa, California. Experian further admits that it is qualified to do business and does conduct business in the state of New Mexico.

10. In response to Paragraph 10 of the Complaint, Experian admits that Trans Union LLC is a consumer reporting agency within the meaning of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.*

11. In response to Paragraph 11 of the Complaint, Experian admits that Trans Union LLC is a consumer reporting agency within the meaning of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.*

12. In response to Paragraph 12 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

13. In response to Paragraph 13 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

### **JURISDICTION**

14. In response to paragraph 14 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction based on the 15 U.S.C. §1681p. Experian states that this is a legal conclusion that is not subject to denial or admission.

15. In response to Paragraph 15 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

### **FACTUAL BACKGROUND**

16. In response to Paragraph 16 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

17. In response to Paragraph 17 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

18. In response to Paragraph 18 of the Complaint, Experian denies each and

every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

19. In response to Paragraph 19 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

20. In response to Paragraph 20 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

21. In response to Paragraph 21 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

22. In response to Paragraph 22 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

23. In response to Paragraph 23 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

24. In response to Paragraph 24 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and,

on that basis, denies each and every allegation contained therein.

25. In response to Paragraph 25 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

26. In response to Paragraph 26 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

27. In response to Paragraph 27 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

28. In response to Paragraph 28 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

29. In response to Paragraph 29 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

30. In response to Paragraph 30 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

31. In response to Paragraph 31 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to

other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

32. In response to Paragraph 32 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

33. In response to Paragraph 33 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

34. In response to Paragraph 34 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

35. In response to Paragraph 35 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

36. In response to Paragraph 36 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

37. In response to Paragraph 37 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants

38. In response to Paragraph 38 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

39. In response to Paragraph 39 of the Complaint, Experian denies each and every allegation contained therein that pertains to Experian. For those allegations that pertain to other Defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein that pertains to other Defendants.

**CLAIM NO. 1. NEGLIGENT VIOLATIONS OF THE FEDERAL FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, et seq. – AGAINST EQUIFAX**

40. In response to Paragraph 40 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting

Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 40 inconsistent therewith.

41. In response to Paragraph 41 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 41 inconsistent therewith.

42. In response to Paragraph 42 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 42 inconsistent therewith.

43. In response to Paragraph 43 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

44. In response to Paragraph 44 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

45. In response to Paragraph 45 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

46. In response to Paragraph 46 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

47. In response to Paragraph 47 of the Complaint, Experian states that it does not



have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

48. In response to Paragraph 48 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

49. In response to Paragraph 49 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

50. In response to Paragraph 50 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

51. In response to Paragraph 51 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

52. In response to Paragraph 52 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

53. In response to Paragraph 53 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

54. In response to Paragraph 54 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

55. In response to Paragraph 55 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

56. In response to Paragraph 56 of the Complaint, Experian states that the allegations contained in Paragraph 56 of the Complaint are legal conclusions not subject to admission or denial.

**CLAIM NO. 2. WILLFUL VIOLATION OF THE FEDERAL FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, et seq. – AGAINST EQUIFAX**

57. In response to Paragraph 57 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

**CLAIM NO. 3. NEGLIGENT VIOLATIONS OF THE FEDERAL FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, et seq. – AGAINST EXPERIAN**

58. In response to Paragraph 58 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 58 inconsistent therewith.

59. In response to Paragraph 59 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 59 inconsistent therewith.

60. In response to Paragraph 60 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on

that basis, denied any allegations of paragraph 60 inconsistent therewith.

61. In response to Paragraph 61 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

62. In response to Paragraph 62 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

63. In response to Paragraph 63 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

64. In response to Paragraph 64 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

65. In response to Paragraph 65 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

66. In response to Paragraph 66 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

67. In response to Paragraph 67 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

68. In response to Paragraph 68 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

69. In response to Paragraph 69 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

70. In response to Paragraph 70 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

71. In response to Paragraph 71 of the Complaint, Experian denies, generally and

specifically, each and every allegation contained therein.

72. In response to Paragraph 72 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

73. In response to Paragraph 73 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

74. In response to Paragraph 74 of the Complaint, Experian states that the allegations contained in Paragraph 74 of the Complaint are legal conclusions not subject to admission or denial.

**CLAIM NO. 4 WILLFUL VIOLATION OF THE FEDERAL FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, et seq. – AGAINST EXPERIAN**

75. In response to Paragraph 75 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

**CLAIM NO. 5. NEGLIGENT VIOLATIONS OF THE FEDERAL FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, et seq. – AGAINST TRANS UNION**

76. In response to Paragraph 76 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 76 inconsistent therewith.

77. In response to Paragraph 77 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 77 inconsistent therewith

78. In response to Paragraph 78 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the federal Fair Credit Reporting

Act. Experian affirmatively states that the Fair Credit Reporting Act speaks for itself and, on that basis, denied any allegations of paragraph 78 inconsistent therewith.

79. In response to Paragraph 79 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

80. In response to Paragraph 80 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

81. In response to Paragraph 81 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

82. In response to Paragraph 82 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

83. In response to Paragraph 83 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

84. In response to Paragraph 84 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

85. In response to Paragraph 85 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

86. In response to Paragraph 86 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

87. In response to Paragraph 87 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

88. In response to Paragraph 88 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

89. In response to Paragraph 89 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

90. In response to Paragraph 90 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

91. In response to Paragraph 91 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

92. In response to Paragraph 92 of the Complaint, Experian states that the allegations contained in Paragraph 92 of the Complaint are legal conclusions not subject to admission or denial.

**CLAIM NO. 6 WILLFUL VIOLATION OF THE FEDERAL FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, et seq. – AGAINST TRANS UNION**

93. In response to Paragraph 93 of the Complaint, Experian states that the

allegations contained in Paragraph 93 of the Complaint are legal conclusions not subject to admission or denial.

## **AFFIRMATIVE DEFENSES**

### **FIRST DEFENSE**

#### **(Failure to State a Claim)**

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or any other relief whatsoever from Experian.

### **SECOND DEFENSE**

#### **(Immunity)**

Plaintiff's claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

### **THIRD DEFENSE**

#### **(Truth/Accuracy of Information)**

Plaintiff's claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

### **FOURTH DEFENSE**

#### **(Indemnification)**

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

### **FIFTH DEFENSE**

#### **(Failure to Mitigate Damages)**

Plaintiff has failed to mitigate his damages.

**SIXTH DEFENSE**

**(Laches)**

The Complaint and each claim for relief therein is barred by laches.

**SEVENTH DEFENSE**

**(Contributory/Comparative Fault)**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff and/or third parties and resulted from Plaintiff's or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

**EIGHTH DEFENSE**

**(Estoppel)**

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

**NINTH DEFENSE**

**(Statute of Limitations)**

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the statute of limitations.

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**TENTH DEFENSE**

**(Improper Request for Punitive Damages)**

Plaintiff's Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

**ELEVENTH DEFENSE**

**(Unclean Hands)**

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

**TWELFTH DEFENSE**

**(Independent Intervening Cause)**

Experian alleges upon information and belief that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Right to Assert Additional Defenses)**

Experian reserves the right to assert additional affirmative defenses as such time and to such extent as warranted by discovery and the factual developments in this case.

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WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

1. That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
2. For costs of suit and attorneys' fees herein incurred; and
3. For such other and further relief as the Court may deem just and proper.

DATED: October 1, 2012

Respectfully submitted,

/s/ Angela M. Taylor

Angela M. Taylor

Jones Day

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Attorneys for Defendant EXPERIAN  
INFORMATION SOLUTIONS, INC.

**I HEREBY CERTIFY** that a true copy of the foregoing pleading was delivered to opposing counsel via the Court's CM/ECF electronic document filing and delivered service on October 1, 2012

/s/ Angela M. Taylor

Angela M. Taylor